

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

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EXHIBIT B

REGISTRATION UNIT
CRIMINAL DIVISION

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
SONTHEIMER AND COMPANY, INC., also
d/b/a St Maartens Tourist Informa-
tion Office #1648

Name of Foreign Principal
GOVERNMENT OF THE ISLAND TERRITORY, THE
WINDWARD ISLANDS

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Not applicable.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

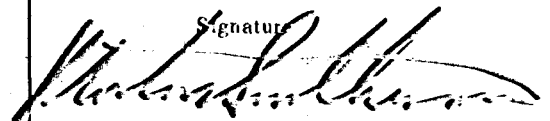
Registrant will act as public relations counsel in the United States, Canada and the Caribbean in connection with the encouragement of tourism for the Government of the Island Territory, in the Windward Islands. Registrant will maintain a tourist information office in New York, New York for the Government of the Island Territory, the Windward Islands.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act? ^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
August 16, 1976

Name and Title
Morton Sontheimer
President

Signature


^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Contract for Public Relations Services between jointly the
GOVERNMENT OF THE ISLAND TERRITORY THE WINDWARD ISLANDS
SECTION SINT MAARTEN (consisting of St. Maarten, St.
Eustatius and Saba and hereinafter jointly referred to as
the "Client") and SONTHEIMER AND COMPANY, INC. (hereinafter
referred to as the Company), a New York corporation as
follows:

- I. The Contract shall run for one year from January 1, 1976 and thereafter from year to year subject to termination on December 31, 1976 or December 31 of any subsequent year by either side giving the other three months' prior notice in writing.
- II. Under this contract, the Company will:
 - A. Conduct a public relations program for the client with the primary objective of supporting and advancing the tourism industry for the three islands.
 - B. Maintain a tourism information office and sales operation for these islands in New York City.
- III. A. Public relations services by the Company shall be directed toward the United States, Canada and the Caribbean, especially San Juan, Puerto Rico, and shall include:
 - Preparation and distribution of releases and other information material for the general consumer press and travel trade journals.
 - Establishing and maintaining contacts with travel editors, writers and others who can publicize the Windwards.
 - Arranging press interviews with tourism officials, hotel people, merchants, and others in the tourism industry.
 - Arranging magazine articles and television and radio programs and mentions.
 - Producing and distributing photographs.

FROM SONTHEIMER
If you wish to
be notified in the

-Encouraging visits by press people from the United States, Canada and Puerto Rico to the Islands and arranging guidance and orientation for them while there.

-Suggesting and arranging special events.

-Arranging tie-ins and special promotions.

-And generally advising and consulting the Client on matters of tourism.

B. To implement these obligations, the Company will make available the services of an account director, personal attention of the President, and staff support as needed.

C. Information and sales office services shall include:

-Answering inquiries and disseminating information about St. Maarten, Saba and St. Eustatius to the general public and to the travel industry (travel agents, tour operators, airlines, cruise ship lines, charter organizers, etc.)

-Negotiating with cruise ship lines to make stops in the three islands.

-Maintaining contact with airlines serving the islands and assisting other airlines when indicated with new route applications.

-Assisting in the acquisition and servicing of group business.

-Filing and negotiating with the CAB for allocation of free transportation for travel agents and press.

-Organizing and assisting with travel agent familiarization visits.

-Serving as North American liaison for members of the St. Maarten Hotel Association and others in the Client's travel industry.

To implement these obligations the Company will make available the services of a Tourist Information Office Manager, a receptionist, staff assistance as required and supervisory services of an account director.



- IV. The Company will undertake public relations and information office training and orientation in New York for candidates officially sponsored by the tourist bureaus in the Islands, desk and office space, the use of standard office equipment and materials to be provided by the Company for a reasonable period. Salary and necessary logistic expenses will not be the Company's obligation.
- V. The Company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or persons of like public relations value other than members of the Company staff visiting the Islands.
- VI. A. Payments under Article VIII herein cover the following: Salaries and fringe benefits of Company staff working on behalf of the Client, taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo and messenger service required for the public relations activity within and between the United States and the Islands, cost of mailings to the Islands, press clippings, subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York for staff members and travel expenses, not otherwise provided for, of staff members to and from the Islands.
- B. The Company shall, at cost plus a fifteen percent overhead charge in addition to the moneys provided elsewhere by this contract, produce travel advertising, travel literature and/or motion pictures for the Client, if requested, or authorized by the Client.
- C. The Company shall be reimbursed additionally for any travel of staff members other than between the United States and the Islands, providing same is authorized by the Client.
- D. The Client will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands. Any expenses for members of the Company in the Islands incurred on business will be reimbursed by the Client.

- E. The Client will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands, and the Company will try to induce the proper persons to take advantage of such concessions.
- VII. A. The Client will keep the Company informed of developments affecting tourism in the Islands, and will supply all available statistics.
- B. The Company will report to the Client on its activities under this Contract at least monthly and will supply evidence of results obtained.
- VIII. For public relations activities described herein, the Client will pay the Company a fee of seventy-five thousand dollars a year (\$75,000.00).
- IX. A. The Company will operate or supervise offices of tourism for the Islands within the Company's New York office suite for an additional fee of twenty-five thousand dollars a year (\$25,000.00).
- B. The Company will provide office space in New York for this activity and pay for special telephones and directory listings, provide or pay for storage space for literature and pay for all reasonable mailing and communications costs.
- Mass mailings to travel agents will be paid for by the Company so long as they do not exceed a total of \$500.00 in any year, but mass mailings beyond that will be chargeable to the Client provided such mailings have been authorized in writing.
- X. A. The total annual sum of one hundred thousand dollars (\$100,000.00) shall be paid as follows: \$16,666.67 on January 1, 1976 and \$7,575.76 on the first of each month thereafter. On January 1st of the following year, the same schedule of payments shall be instituted unless the Contract is cancelled or changed.
- B. This Contract in no way changes or nullifies the auxiliary contract between the Company and the Netherlands Antilles Government dated March 20, 1967, a copy of which is attached herewith as appendix A.

- C. All payments made according to the terms of the Contract mentioned in section X B above will be credited promptly against the monthly payments due from the Windward Islands Government during the six month period beginning May 1st so that, in effect, on the first day of each month commencing May 1, 1976, each payment by the Windward Islands Government shall be reduced to \$1,969.70 except for the payment due on October 1, which shall be \$4,046.06.
- D. The entire \$100,000.00 shall be deposited in or guaranteed by a New York bank on or before January 1, 1976 to be used solely for the Company to draw upon for payments hereunder. With respect to each subsequent year of this Contract, the fee shall similarly be deposited in or guaranteed by a New York bank on or before January 1st of such contract year.
- E. The Company shall be promptly reimbursed for any projects or expenses of an unanticipated or costly nature undertaken at the request or with the consent of the Client.

XI. Any and all disputes or controversies arising out of this Contract or its making, interpretations, performance, breach, or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Client at their respective addresses.

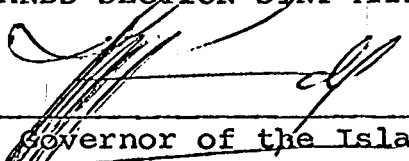
XII. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Contract shall be considered a waiver of any succeeding or preceding breach.

XIII. All notices to be made hereunder to the Client shall be made to and in the name of ISLAND TERRITORY THE WINDWARD ISLANDS, Department of Social and Economic Affairs, Philipsburg, St. Maarten, N.A.

Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC. at 4 West 58 Street, New York, N.Y. 10019.

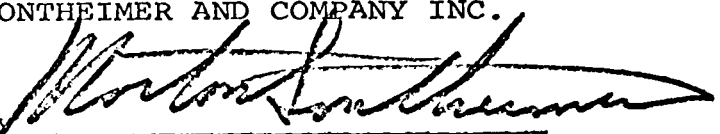
XIV. This Contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties, oral or in writing, having been merged herein. This Contract may not be changed or supplemented orally but only in a writing signed by both parties hereto. This Contract is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contracts wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

GOVERNMENT OF THE ISLAND
TERRITORY THE WINDWARD
ISLANDS SECTION SINT MAARTEN

By 
Lt. Governor of the Island
Territory the Windward
Islands

Date _____

SONTHEIMER AND COMPANY INC.

By 
Morton Sontheimer, President

Date 6/15/76

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NOTICE

Please answer the following questions and return this sheet in triplicate with your supplemental statement:

1. Is your answer to Item 16 of Section V (Political Propaganda - page 7 of Form DJ-302 - Supplemental Statement):

Yes _____ or No X

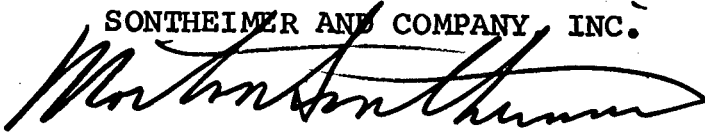
(If your answer to question 1 is "Yes" do not answer question 2 of this form.)

2. Do you disseminate any material in connection with your registration:

Yes X or No _____

(If your answer to Question 2 is "Yes" please forward for our review copies of all such material including; films, film catalogs, posters, brochures, press releases, etc. which you have disseminated during the past six months.)

SONTHEIMER AND COMPANY, INC.



Signature

August 16, 1976
Date

Morton Sontheimer

Please type or print name of signatory on the line above

President
Title